



**BHARAT HEAVY ELECTRICALS LIMITED**

(A GOVERNMENT OF INDIA UNDERTAKING)

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**Tender Documents**

**For Works Contract for**

**“Painting & Pinking of ESP Transformer in Bay-8”**

**Document No: TRMTE313**

**Date: 05<sup>th</sup> April 2013**

**Pages 1-31**

BHEL JHANSI

TENDER ENQUIRY NO: TRMTE313

DATE: 05/04/2013

## DETAILS OF TENDER DOCUMENT

T	R	M	T	E	3	1	3				R		
Three Digit Department Code eg FBM,TRM			Two Digit For Tender Enquiry TE		Year Code i.e. For 2010-11 Code will be 0 (Last Digit of Starting Year)	Two Digit For Tender No. To be Alloted by contracting section		Three digit W.O. numbers to be issued by CLC on the basis of approval			Tree Digit Revision no in work order One R & Two digit for rev no i.e. 01		

Nature of work: **Painting & Pinking of ESP Transformer in Bay-8.**

1. BHEL JHANSI is in the process of finalizing the Works Contract for **Painting & Pinking of ESP Transformer in Bay-8.**
2. The tender document has been detailed as follows:
  - a) Notice Inviting Tender (Annexure A)
  - b) Work Specifications (Annexure B)
  - c) Qualifying Requirements (Annexure C)
  - d) Instruction to Tenderers (Annexure D)
  - e) Tender Evaluation Criteria (Annexure E)
  - f) Contractor's obligations (Annexure F)
  - g) Other General Terms and Conditions (Annexure G)
  - h) Criteria for measurement of work (Annexure H)
  - i) Technical Bid Application (Annexure I)
  - j) Price Bid ( Annexure J)

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as "Quotation for Tender No. TRMTE313 DATE 05/04/2013" should reach us in a sealed cover on or before 28/05/2013 (13.15 hours) through Registered / Speed post or the same may be dropped in the tender box available at the following address:

CISF Control Room/Office  
Administrative Building  
Bharat Heavy Electricals Limited  
Jhansi-284 129.

**Note:** Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

**TENDER ENQUIRY NO: TRMTE313****DATE: 05/04/2013**

**NOTE : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES, IN CASE THE BIDS FOUNDS IN ONE SINGLE ENVELOPE THEN THE “BIDS” ARE LIABLE TO BE REJECTED.**

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BHEL – JHANSI

Tender DocumentsNOTICE INVITING TENDER**TENDER ENQUIRY NO: TRMTE313****DATE: 05/04/2013****1. SCOPE OF WORK : Painting & Pinking of ESP Transformer in Bay-8.**

- 2 Tender Evaluation Criteria : As per Annexure – E
3. Duration of the Contract : One Year
4. Other specific requirements : As per Tender
5. Last date of receipt of the Tender : up to 1315 hours on 28/05/2013.
6. Date of opening of Techno Commercial Bid : 14.00 hours on 28/05/2013.
7. Address for receipt/issue of Tender Documents : **Bharat Heavy Electricals Limited  
Jhansi**
8. Earnest Money Deposit : Rs.40,000.

Payable in the form of Demand Draft/ Banker's Cheque in favour of BHEL, Jhansi and copy of receipt may be enclosed alongwith tender form
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OR
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One time EMD of Rs. 2 Lacs can also be deposited in above form and copy of receipt may be enclosed alongwith tender form
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- |  |
|--|
| <p>1. In case of successful tenderer EMD will be converted and adjusted against the security deposit.</p> <p>2. In case of others the EMD shall be returned within 15 days of acceptance of award of work by the successful tenderer).</p> |
|--|

9. Cost of Tender Document : Rs 400 + Rs 56 Vat = Rs 456.  
(payable through a Separate Demand Draft in favour of "BHEL, Jhansi" alongwith technical bid, in case the documents downloaded from website)
10. Security Deposit : Security deposit shall be as per our work policy para ,8 (refer website [www.bhel.com](http://www.bhel.com)) and shall be deposited before start of work. The EMD shall be adjusted with the actual amount of security deposit shall be given in work order

**NOTE :**

1. THE CONTRACTORS MAY PHYSICALLY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.
2. FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE "[www.bhel.com](http://www.bhel.com)" & "[www.bheljhs.co.in](http://www.bheljhs.co.in)"

I/We agree with the above  
Signature of Contractor with Seal

Executive Incharge

**TENDER ENQUIRY NO: TRMTE313****DATE: 05/04/2013****WORK SPECIFICATION**

1) **Scope of work** of the contractor shall be as following-

The contractor shall be responsible for specified work.

- a) The required documents / drawings can be seen at our works.
- b) Contractor will collect all required material, drawings and informations from BHEL store / shop / office. Required space, tools, tackles and facilities like material handling equipments, fixture and crane will be provided by BHEL subject to its availability in normal working conditions. Consumables like resin glass tape, cotton waste, etc will be issued by BHEL as available, and these will be collected by contractor. Contractor will check for any defect in material and get it rectified / replaced before starting work
- c) All the material, electricity, compressed air, consumables, and tools available with BHEL shall be provided by BHEL free of cost.
- d) EOT crane shall be provided by BHEL free of cost, however the assistance in operation of the same i.e crane operator and slinger, shall be the responsibility of contractor. However in contingency in order to meet the job requirement, any additional resources if required shall be arrange by the contractor at their cost.
- e) Inspection/clearance of the activity by BHEL QC shall be the contractor's responsibility. Inspection of various stages shall be done by BHEL QC, however proper records of all the activities/inspection stages shall be maintained by the contractor and the same should be made available, as and when required by BHEL.
- f) The house keeping of the work area shall be the contractors' responsibility. Maintaining work discipline also be in their scope.
- g) Contractor is advised to visit the work place to know the work content before submission of quotation.**

2) **Delivery-** In ratio of total order quantity for the year.

3) **Period of contract-** The contract shall be for the period of 1 year from date of award.

- 4) BHEL may engage one or more than one contractor for carrying out the above work, if required.
- 5) **Repeat Order** – There may be provision of repeat order for a period of further one year provided that both BHEL and the contractor are mutually agreed. The repeat order shall strictly be on the same rates, terms and conditions of the original contract.
- 6) **LD Clause-** LD clause will be applicable @ 0.5% per week of the value of work delayed or maximum upto 10% of the Contract value.
- 8) **Termination of contract** – Based on the time to time performance of the contractor, if the same is under par than that required by BHEL, Then BHEL will have the right to terminate the contract after giving due information of the same to the contractor at least 2 weeks in advance.
- 9) - For all technical operation only ITI passed works to be engaged.  
 - For material handling non ITI workers may be engaged.  
 - Supervisor in each shift must be deployed with qualification of Diploma/ Degree.

**I/We agree with the above**

**Signature of Contractor with Seal**

**Executive Incharge**

**DETAILS OF WORK**

<b>SL.NO</b>	<b>SCOPE OF WORK</b>	<b>UNIT</b>	<b>QUANTUM OF WORK</b>
1	Pinking & Painting of ESP Transformer in Bay-8	NO	1792

I/We agree with the above

Signature of Contractor with Seal

Executive Incharge

**TENDER ENQUIRY NO: TRMTE313**

**DATE: 05/04/2013**

**QUALIFYING REQUIREMENTS**

1. Should have independent ESI Code number
2. Should have PAN/TAN number
3. Should have Service Tax number (PAN based)
4. Self certificate that he is not blacklisted/banned/delisted on the date of tender.
5. Should have VAT/TIN No. if material is supplied/consumed
6. **Self** Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL
7. **Self** Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
8. Documentary proof in support of above eligibility criteria alongwith EMD shall be submitted alongwith Techno Commercial Bid at Annexure I

i) Average Annual financial **turnover during the last 3 years, ending 31<sup>st</sup> March 2012, should be at least Rs 4.55 Lakhs.**

ii) **Experience** of having successfully completed similar works during last 7 years ending 31 03 2013 in which applications are invited should be either of the following:-

Three similar completed works each costing not less than the amount equal to Rs 6.07 Lakhs.

Or

Two similar completed works each costing not less than the amount equal to Rs 7.59 Lakhs.

Or

One similar completed work, each costing not less than the amount equal to Rs 12.14 Lakhs.

Documentary proof (Execution Certificate) for the experience to be submitted alongwith Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.

**Note :** Similar works means any Service/ Works contract .

I/We agree with the above  
Signature of Contractor with Seal

Executive Incharge

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: TRMTE313

DATE: 05/04/2013

**INSTRUCTIONS TO TENDERERS**

- Above tender is in two Bid System (Techno Commercial Bid & Price/ Rate Bid).
- 1. The tender is to be processed in two parts viz. 1) Techno Commercial bid 2) and price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements ) must be submitted in one sealed envelope superscribed as "Tender for TRMTE313. **TECHNOCOMMERCIAL BID**". EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed. The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as "( Name of Work) **Painting & Pinking of ESP Transformer in Bay-8. PRICE BID**". Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/by passed.
- 2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and superscribed as "TENDER FOR TENDER NO **TRMTE313** DUE DATE OF OPENING **28/05/2013** The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the tenderer.
- 3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's / clients place by authorized officials, price bids of only those tenderers who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted, in advance for witnessing the Price Bid opening.

4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
5. The price / rate should be quoted in figures as well as in words. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable.
6. The rate quoted will be valid for the period of contract .
7. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.
8. **BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction alongwith Techno-Commercial Bid.**

I/We agree with the above  
Signature of Contractor with Seal

Executive Incharge

**BHEL – JHANSI**

**Tender Documents**

**TENDER ENQUIRY NO: TRMTE313**

**DATE: 05/04/2013**

**TENDER EVALUATION CRITERIA**

The evaluation of the Tender will be carried out as follows:

1. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.

Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.

2. Successful techno commercial qualified tenderers after the above process only will be invited for opening of the rate / price bid.
3. The contractor shall be awarded the work on over all L-1 basis if otherwise not specified in the tender.

I/We agree with the above  
Signature of Contractor with Seal

Executive Incharge

BHEL – JHANSI

**TENDER ENQUIRY NO: TRMTE313****Tender Documents**  
**DATE: 05/04/2013****CONTRACTOR'S OBLIGATIONS****A) CONTRACTUAL****Towards selection, control and supervision of employees**

- a) **Contractor shall decide the number of employees to be deployed** for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL **are physically and mentally fit and do not have any criminal record**. Such employees should **possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department**.
- d) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s). **Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.**
- e) Contractor shall ensure **Personal Accident Insurance (24x7) policy of Contract Workers from (Govt. under taking company)**. The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract premium of accidental insurance will be on actual subject to maximum of Rs. 300/- per individual per quarter. Gate pass of the contract labour shall be issued only after taking the Insurance Cover.
- f) Contractor will ensure that the **job is executed through his employees** on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job **nor shall sub-contract the job without prior written permission**.
- g) **Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of his/her**

**workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.**

- h) Contractor **will keep watch on his employees and he will be liable for any pilferage / loss to BHEL** due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- i) **The contractor has to provide to his workers uniform ( lower dark blue & upper light blue,) shoes, helmets & uniform stitching charges. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. No reimbursement of uniform, shoes in case of extension of contract.**
- j) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments.
- k) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees** from the establishment of BHEL. In case contractor decides to terminate services of his employees, he **should settle all terminal dues required.**
- l) **Contractor shall within 5 days of commencement/completion of workorder submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A & VI-B by contractor.**

**B) Towards supply of tools, tackles and materials**

- a) Contractor shall provide to **his employees all tools, tackles, material, equipments as specified in contract** and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipments & tools & tackles.
- b) Contractor shall provide shoe, helmet, personal protective equipment & maintain the same at his own cost which may be required.
- c) Contractor shall ensure that his workers wear uniform, shoes, helmet and other required safety appliances, apparels / equipments at the work place otherwise deduction @ of 5% will be deducted from the bills.

**C) Towards statutory liability**

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.

- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- d) Contractor to obtain license under the provisions of CL(R&A) Act.

**D) Towards Finance**

***Contractor to arrange his own finance*** for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. ***Rates to be as per price bid***

I/We agree with the above  
Signature of Contractor with Seal

Executive Incharge

BHEL – JHANSI

Tender Documents

**TENDER ENQUIRY NO: TRMTE313**

**DATE: 05/04/2013**

**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER WORKS CONTRACT.**

**1 LABOUR LICENCE AND OTHER REQUIREMENTS:-**

- 1.0 Contractor should possess Labour license in case of contractors working in BHEL, Jhansi and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.
- 1.1 The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.2 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.
- 1.3 Labour licence and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
  - 1.3.A The contractor should possess valid labour licence issued by any licensing authority if he has deployed 20 or more workers in any organization.
  - 1.3.B After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour Licence from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.4 The contractor shall also have to submit copy of PAN card and last IT return.
- 1.5 The contractor must possess Service Tax Registration number under relevant code head.
- 1.6 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 1.7 Stamp Duty : Contractor should deposit stamp duty, **before start of the contract**, on security deposit as per Stamp Duty Act.

## **2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES :**

- 2.1 The contractor shall submit the following to HR, contracting department and CISF
- (a) The details of the worker proposed to be deployed in Annexure-I.
  - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
  - (c) Copy of employment card issued by contractor to his own worker. – Annexure II
- 2.2 After submission of documents as in para 2.3, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 2.3 The photo identity card shall have to be revalidated every **three** month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.
- 2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as **annexure III**.

## **3.0 BILLS PAYMENT , ATTENDANCE AND PAYMENT OF WAGES**

- 3.1 The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wages Rs. 76.92 per day shall also paid to the contract workers. This additional amount will also attract all statutory deduction and payments.
- 3.2 The contractor shall submit bills to the contracting department on or before 8<sup>th</sup> of each month.
- 3.3 The contractors bills should be accompanied with the following.
- a) **The contractor should maintain attendance register by recording daily attendance duly signed by both contractor & contract worker.**
  - b) Copy of Measurement Book entries/Statement of work done by the Contractor
  - c) Statement of Minimum Wages of labours deployed by him under the works contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
  - d) PF and ESI challans for previous month- separate for concerned works contract. **Print of online challan alongwith ECR/Contibution History of contributing contract workers for PF/ESI duly certified by the contractor.**
  - e) Wage payment sheet for the bill period as per annexure IV.

- f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
  - g) Copy of Form 12A-regarding PF remittance
  - h) List of CL covered under accident insurance policy
  - i) Statement of material supplied by the contractor if any
  - j) Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
  - k) Copy of Challan of previous service tax paid
  - l) Proof of Personal Accident Insurance Policy alongwith bill
- 3.4 The executing department shall pass the bills of the contractor, after thorough checking , alongwith requisite documents the bill in original and Service Tax Challan & as in para 3.3 above forward them to Finance through HR department latest by on or before 9<sup>th</sup> Day of the following month.
- 3.5 After checking the Labour Laws compliances with respect to the concerned works contract HR department, after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure IV etc., will forward the bill alongwith requisite documents (the bill in original and Service Tax Challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.
- 3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 10 days of submission of clean bill by the contractor.
- 3.7 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the works contract, at least a day prior to disbursement of wages.
- 3.8 The contractor shall make payment to the his own labours/contract workers before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the workers shall **not** be subject to payment against the bills by BHEL.
- 3.9 The contractor shall remit the cheques favouring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15<sup>th</sup> and that in case of ESI is 21<sup>st</sup> of each month.
- 3.10 The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- 3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, alongwith final bills.
- 4.0 Provident Fund**
- 4.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 4-2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.

- 4-3 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- 4-4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 4.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

4.6 PF CONTRIBUTION :

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>	
12% of Normal wages paid (Coverage Rs.6500/- on Employee's/ Employers Contribution).	PF Contribution	3.67%
	Insp/Admn Charages	1.10%
	Admn/Insp Charges	0.01%
	Pension Fund	8.33%
	EDLI Charges	<u>0.5%</u>
	Total	<u>13.61%</u>

- 4.7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

5.0 Employees State Insurance

- 5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

**5.3 The contractor shall facilitate collection of issued ESI cards by his worker .**

5.4 ESI CONTRIBUTION :-

<u>Employee's Contribution</u>	<u>Employer Contribution</u>
1.75% of gross wages	4.75% of gross wages

- 5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-

- (a) Form XII - Register of contractors(Rule74)
- (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
- (c) Form XIV - Employment Card issued by contractor (Rule 76)
- (d) Form XVI - Muster Roll 78(1) (a) (i)
- (e) Form XVII - Register of Wages (Rule 78 (1) (a) (i))

- (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- (g) Form XIX - Wage Slip (Rule 78)(1) (b)
- (h) Form XX - Register of deduction for damages of loss (Rule (78)( 1) (a) (ii)
- (i) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- (j) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

5.7 Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.

## 6.0 **Bonus**

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965. and submit proof of disbursement alongwith received copy of Form-D to L.E.O Office.

## 7.0 **Discipline**

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the works contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.
- 7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

## 8.0 **LEAVE WITH WAGES TO CONTRACT LABOUR :-**

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting /a vailment of leave. Register as prescribed under the said rules should be maintained by the contractor.

## 9.0 **INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION**

- 9.1 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.
- 9.2 That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statue or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The

contractor must indemnify and keep indemnified BHEL- Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

- 9.3 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

## **10.0 OTHER GENERAL TERMS AND CONDITIONS :-**

### **10.1 Legal compliance**

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

- 10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- 10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 Security deposit will be released on submission of following certificates from departments mentioned as under:-
- a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.
  - b. Certificate of compliance of labour laws from HR department.
  - c. Certificate of payment of Bonus by Contracting and HR Department
  - d. **No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.**
  - e. In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final

## **11.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-**

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

## **11.1 CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.

## **11.2(A)TERMINATION**

BHEL reserves the right to Terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

## **11.2(B)SUSPENSION**

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

## **11.3 JURISDICTION**

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

## **11.4 ARBITRATION :-**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Jhansi).

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

I/We agree with the above  
Signature of Contractor with Seal

Executive Incharge

# गेट पास आवेदन प्रपत्र

ANNEXURE - I (11)

(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्मों आदि के उपयोग हेतु)

1. ठेकेदार का नाम .....
2. कार्य का स्वरूप .....
3. कार्य आदेश सं./दिनांक .....
4. कार्य आदेश अवधि .....
5. कार्य स्थल (विभाग) .....
6. गेट का नाम जिससे प्रवेश/वर्हिगन होगा .....
7. कर्मचारी की ड्यूटी का समय .....

## संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

संविदा श्रमिक का नाम..... जन्म तिथि/आयु.....  
 पिता का नाम..... पहचान चिन्ह.....  
 स्थाई पता..... वर्तमान पता.....

संविदा श्रमिक का  
हस्ताक्षर युक्त फोटो  
(ठेकेदार द्वारा सत्यापित)

शैक्षिक योग्यता.....  
 भविष्य निधि खाता संख्या..... कर्मचारी रा बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉप प्रभारी के हस्ताक्षर  
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर  
(दिनांक एवं मोहर सहित)

आवंटित गेट पास सं०..... दिनांक..... हस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष -मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर  
(दिनांक एवं मोहर सहित)

## के० औ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री.....  
 नियोजक.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।  
 पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/  
 तीन के पश्चात 25 तारीख को के० औ० सु० ब० द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० औ० सु० ब० इकाई  
बी० एच० ई० एल० झाँसी (उ० प्र०)

FORM XIV

( See Rule 76 )  
Employment Card

Name and address of Contractor : .....

Nature of work and location of work : .....

Name and address of Establishment in/under which contract is carried on : .....

Name and address of Principal Employer : .....

1. Name of the workmen : .....

2. Serial No. in the register of workmen employed : .....

3. Nature of employment/designation : .....

4. Wage rate with particulars of unit, in case of piece-work. : .....

5. Wage period : .....

6. Tenure of employment : .....

Remarks. : .....

Signature of contractor.

## FORM XIII

[ See Rule 75]

## Register of workmen employed by contractor

Name and address of contractor : .....

: .....

Name and location of work : .....

Name and address of Establishment in/under : .....

which contract is carried on : .....

Name and address of Principal Employer : .....

Sl. No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of workman (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature or thump impression of workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF \_\_\_\_\_ 20\_\_\_\_

WORK ORDER NO-----  
 CONTRACTING DEPARTMENT-----  
 CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGES	EMPLOYEES CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
1.												
2.												
3.												
4.												
5.												
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29.												
30.												
31.												

SIGNATURE OF THE CONTRACTOR

BHEL – JHANSI

**TENDER ENQUIRY NO: TRMTE313****Tender Documents****DATE: 05/04/2013****MEASUREMENT OF WORK AND PAYMENTS THEREOF.**

1. The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor on the basis of following: -

SL.NO	SCOPE OF WORK	UNIT	QUANTUM OF WORK
1	Pinking & Painting of ESP Transformer in Bay-8	NO	1792

3). **Measurement of work & Payment–**

- a) The work shall be measured on total coil content of each type of coil. The coil to be considered shall be as per BHEL drawing.
- b) Payment to be made on nos. of units for different type basis after acceptance of the coil by BHEL CQX. Payment will be made once in a month for the completed and CQX cleared coils. Any rework will be borne by contractor. Rework if any will be the responsibility of the contractor and no extra payment will be made for this. Tools and tackles will issued to contractor on returnable basis. Up keep and safe custody of tools and facilities shall be the responsibility of the contractor. Loss if any will be recovered from contractor. If any work is not executed on time as per BHEL standard timing, BHEL reserves the right to get the work done by any other source at the contractor risk and cost. If during course of execution of work or otherwise any other BHEL material is damaged due to negligence or poor workmanship the cost of the same shall be recovered form contractor. BHEL will not be responsible for any type of delay in execution of work

- c) All the payments will be subject to deduction of tax at source applicable as per law.
- 4) Payments will be made to the contractor on the basis of work carried out by him on a monthly basis.
  - 5) All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.
  - 6) Measurement Book to be maintained for the work carried out daily / weekly / monthly by the contractor & the same shall be verified by BHEL official, nominated for the same.

I/We agree with the above  
Signature of Contractor with Seal

Signature Of Officials Of Executing Department

**TENDER ENQUIRY NO: TRMTE313**

**DATE: 05/04/2013**

**PROFORMA FOR SUBMITTING TECHNICAL BID FOR Painting & Pinking of ESP Transformer in Bay-8.**

1. Name of the firm : \_\_\_\_\_(Essential)
1. Name of the Proprietor : \_\_\_\_\_ ( Essential)
2. Address and Contact Numbers : \_\_\_\_\_( Essential)
3. Registration Number : \_\_\_\_\_( Essential)  
Copy of the Certificate : Enclosed / Not Enclosed
4. Labour Licence Number : \_\_\_\_\_(Desirable)  
Copy of the Licence : Enclosed / Not Enclosed
5. PF Code Number : \_\_\_\_\_(Desirable)  
Copy of the Certificate : Enclosed / Not Enclosed
6. ESI Code Number : \_\_\_\_\_ ( Essential)  
Copy of the Certificate : Enclosed / Not Enclosed
7. (1) PAN/TAN Number : \_\_\_\_\_( Essential)  
(2) Income Tax return last 3 yrs. Enclosed / Not Enclosed(Essential)
8. Service Tax Number(PAN Based) : \_\_\_\_\_( Essential)
9. VAT/TIN Number : \_\_\_\_\_( Essential)  
(To be submitted only in case Enclosed / Not Enclosed  
where material transaction is  
involved)
11. Experience Certificate : Enclosed / Not Enclosed(Essential)

Contd...(2)

:: 2 :

12. No. of Workers including Supervisors : \_\_\_\_\_ ( Essential)  
on the rolls of the firm
13. Earnest Money Deposit :Rs.40,000 ( Essential)  
a) D.D. Number & Date : \_\_\_\_\_ Date \_\_\_\_\_  
b) Drawn on (Bank) : \_\_\_\_\_
14. Any other relevant information : \_\_\_\_\_
15. Tender Cost :Rs.456 ( Essential)  
D.D.No. : \_\_\_\_\_
16. Validity of offer : 90 days from the date of  
tender Opening.
17. Blank Price bid format :Enclosed/NotEnclosed (Essential)
18. Reverse Auction : YES / NO.

**We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.**

Signature with Name  
& Office Seal

Date:

**NOTE : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.**

I/We agree with the above  
Signature of Contractor with Seal

Executive Incharge

**TENDER ENQUIRY NO: TRMTE313**

**Annexure "J"(a)**  
**DATE 05/04/2013**

**PRICE BID**

- a. Name of the firm : \_\_\_\_\_  
b. Name of the proprietor/partners : \_\_\_\_\_  
c. Address and contact nos : \_\_\_\_\_  
d. Price offer on work measurement basis : \_\_\_\_\_

Sl.No	JOB/ACTIVITY	UNIT OF MEASURE- MENT (Nos./ Kgs./Mtr./ words etc.	QUANTUM OF WORK ANNUAL	RATE QUOTED/UNIT (RS.)	TOTAL VALUE (E=C*D) (RS)
	A	B	C	D	E
1	Pinking & Painting of ESP Transformer in Bay-8	NO	1792		
				<b>TOTAL</b>	

- Service tax extra.

Signature of contractor

NOTE (A) CONDITIONS FOR PRICE BID ANNEXURE “J” ENQUIRY NO -TRMTE313

1. TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THE “BIDS” ARE LIABLE TO BE REJECTED.
2. ALL THE BLANK SPACES IN PRICE BID (ANNEXURE J (a)) AT SL.NO. D & E SHOULD BE FILLED BY THE CONTRACTOR. IF ANY FIXED FIGURE IN THE PRICE BID FORMAT IS CHANGED THEN THE BID SHALL BE SUMMARRIRILY BY-PASSED.
3. IF ANY OTHER ADDITION IS MADE OR ANY CONDITION IS ADDED BY THE BIDDER IN THE PRICE BID FORMAT THEN THE OFFER SHALL BE BY-PASSED.
4. CONTRACTOR HAS TO COMPLY WITH PAYMENT OF MINIMUM WAGES AND OTHER STATUTORY LEVIES AS PER PROVISION OF THE RESPECTIVE ACTS.

NOTE : (B) GUIDELINES FOR DEALING WIH “DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID”.

IN CASE OF NON-CONFORMITIES/ERRORS/DISCREPANCIES ARE OBSERVED BETWEEN THE QUOTED PRICES IN FIGURES AND THAT IN WORDS, FOLLOWING GUIDELINES ARE TO BE FOLLOWED:-

- (a) IN THE PRICE STRUCTURE QUOTED FOR WORKS CONTRACT, IF THERE IS DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE (WHICH IS OBTAINED BY MULTIPLYING THE UNIT PRICE BY THE QUANTITY), THE UNIT PRICE SHALL PREVAIL AND THE TOTAL PRICE CORRECTED ACCORDINGLY, UNLESS IN THE OPINION OF THE TENDERER THERE IS AN OBVIOUS MISPLACEMENT OF THE DECIMAL POINT IN THE UNIT PRICE, IN WHICH CASE THE TOTAL PRICE AS QUOTED SHALL BE GOVERN AND THE UNIT PRICE CORRECTED ACCORDINGLY.
- (b) IF THERE IS AN ERROR IN A TOTAL CORRESPONDING TO THE ADDITION OR SUBTRACTION OF SUBTOTALS, THE SUBTOTALS SHALL PREVAIL AND THE TOTAL SHALL BE CORRECTED; AND
- (c) IF THERE IS A DISCREPANCY BETWEEN WORDS AND FIGURES, THE AMOUNT IN WORDS SHALL PREVAIL, UNLESS THE AMOUNT EXPRESSED IN WORDS IS RELATED TO AN ARITHMETIC ERROR, IN WHICH CASE THE AMOUNT IN FIGURES SHALL PREVAIL SUBJECT OF (a) AND (b) ABOVE.
- (d) IF THERE IS SUCH DESCRIPANCY IN AN OFFER, THE SAME SHALL BE CONVEYED TO THE BIDDER WITH TARGET DATE UPTO WHICH THE BIDDER HAS TO SEND HIS ACCEPTANCE ON THE ABOVE LINES AND IF THE BIDDER DOES NOT AGREE TO THE DECISION OF THE TENDERER, THE BID IS LIABLE TO BE IGNORED.

IN CASE MORE THAN ONE CONTRACTOR QUOTED THE L 1(LOWEST AND TECHNICALLY ACCEPTED) RATES, THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.

I/We agree with above and all other terms & conditions of the contract .

Date :

Signature & Name of Contractor with Seal

Executive Incharge